

THIS DOES NOT  
CIRCULATE

AGREEMENT

Between The

HANOVER TOWNSHIP BOARD OF EDUCATION

And The

HANOVER TOWNSHIP ADMINISTRATORS ASSOCIATION

-----  
July 1, 1978 - June 30, 1980  
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Morris County

LIBRARY  
School of Management and  
Labor Relations

JUL 13 1978

RUTGERS UNIVERSITY

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	Recognition .....	1.1
II	General Provisions .....	2.1
III	Grievance Procedure .....	3.1, 3.2, 3.3, 3.4, 3.5, 3.6
IV.1	Salary .....	4.1.1
IV.2	Evaluations .....	4.2.1
V	Insurance Protection .....	5.1
VI	Sick Leave .....	6.1
VII	Personal Leaves of Absence .....	7.1
VIII	Board Authority and Responsibility .....	8.1
IX	Vacations and Recess Periods .....	9.1
X	Management Team Communications .....	10.1
XI	Miscellaneous Provisions .....	11.1
	Signature Page .....	12.1

ARTICLE IRECOGNITION

A. Pursuant to the provisions of Chapter 123, Public Laws of 1974, and any amendment thereof, the Hanover Township Board of Education hereby recognizes the Hanover Township Administrators Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for the following full-time employed personnel:

Principals  
Vice Principals

B. Unless otherwise indicated, the term "Administrators", when hereinafter used in the Agreement shall refer to all employees in the bargaining unit as above defined.

C. The Hanover Township Board of Education is a body corporate charged with the statutory responsibility of conducting the schools existing within the Township of Hanover school district, kindergarten through eighth grade, hereinafter referred to as the "Board".

D. The Hanover Township Administrators Association will be referred to as the "Association" in this Agreement.

ARTICLE IIGENERAL PROVISIONS

A. This Agreement incorporates the entire understanding of the parties on terms and conditions of employment and with respect to the establishment of grievance procedures.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. This Agreement shall continue in effect for a period of two (2) years beginning July 1, 1978 and continuing until June 30, 1980.

D. If any provision of this Agreement or any application of this Agreement to any Administrator or group of Administrators is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect.

E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by written notice to the following addresses:

1. If by Association, to "Hanover Township Board of Education", Post Office Box 85, Whippany, New Jersey 07981.
2. If by Board, to "Hanover Township Administrators Association", Memorial Junior School, Highland Avenue, Whippany, New Jersey 07981.

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### A. DEFINITION:

1. A "grievance" shall mean a claim in writing by an Administrator or group of Administrators that there has been to him or them misinterpretation, misapplication or a violation of any of the provisions of this Agreement.

2. The term "grievance" shall not include the following:

- a) Matters where a specific method of review is prescribed by law.
- b) Matters which according to law are beyond the scope of Board authority.
- c) The failure or refusal of the Board to renew a contract of a non-tenure Administrator.
- d) A complaint by any Administrator occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
- e) Any matter which is predominantly a matter of educational policy.

##### B. LIMITATIONS:

1. The grievance procedure must be initiated within thirty (30) calendar days of the occurrence of the incident.

2. Failure to appeal to the next level within the times specified shall bar further appeal with respect to the particular grievance then under consideration.

##### C. PROCEDURE:

1. Level 1: An aggrieved party shall first discuss the grievance with his immediate supervisor. If the aggrieved party is then dissatisfied with the disposition of his grievance, he may submit the grievance on the grievance appeal form to his immediate supervisor within seven (7) work days. The

immediate supervisor shall render a decision in writing on the grievance within seven (7) work days.

An aggrieved party whose immediate supervisor is the Superintendent of Schools may proceed directly to Level 2.

2. Level 2: If the aggrieved party is not satisfied with the disposition of the grievance at Level 1, or if no decision is forthcoming within ten (10) work days of the last discussion described in Paragraph C 1, he must within ten (10) work days after this period file the grievance on the grievance appeal form set forth herein with the Superintendent of Schools. The Superintendent shall, within seven (7) work days, afford the aggrieved party an opportunity to present the grievance. The Superintendent shall render a decision on the grievance within ten (10) work days after it has been presented to him. The decision shall be in writing, and one copy shall be forwarded to the aggrieved party, and to any representative who may have accompanied the aggrieved party.

3. Level 3: If the aggrieved party is dissatisfied with the decision of the Superintendent, he may within ten (10) work days file a copy of the original grievance appeal form together with a copy of the Superintendent's decision with the Secretary of the Board of Education and file with the Secretary a completed grievance appeal form setting forth the reasons for dissatisfaction with the Superintendent's decision. The Board of Education shall afford the aggrieved party an opportunity to present the grievance to the Board at a conference meeting within ten (10) work days of the filing of the grievance with the Board Secretary. The Board shall render a decision in writing to the aggrieved party, with copies to the Association, Superintendent and Administrator/Administrators within ten (10) work days after the hearing.

4. Level 4: If the decision is unsatisfactory, the Association may declare an impasse, and if it does so the Secretary of the Board shall be so notified in writing within fifteen (15) work days of the receipt of the Board's decision. Thereupon, the Association, or the Association and the Board jointly, shall have the right to appeal to the New Jersey Public Employment Relations Commission, for obtaining an arbitrator to serve pursuant to their rules and regulations and statement of procedure; or to the American Arbitration Association, 40 West 51st Street, New York, New York 10020, and to be bound by their rules and regulations. No hearing shall be held sooner than ten (10) work days after the Board has received notification of impasse. Both parties to this Agreement agree to advisory arbitration. Costs are to be shared equally by the Board and the Association.

The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by or violative of any law (including the School Laws as embodied in N.J.S.A. 18A), or which would require an act by the Board which it is without legal authority to do, or which is violative of the terms of this Agreement; and he shall have no power to add to or subtract from or modify any of the terms of the Agreement nor shall he in any case have power to rule on any issue or dispute excepted from this grievance procedure by any other provision of this Agreement, including any decision provided by this Agreement to be made in the discretion of the Superintendent or the Board.

D. AGGRIEVED PARTY'S RIGHT TO REPRESENTATION:

1. An aggrieved party may be represented at all levels of grievance procedure by a representative of his own choosing.

E. EXTENSION OF DEADLINES:

1. All deadlines provided in these procedures may be extended by mutual written agreement only.

GRIEVANCE APPEAL (STEP 1)

1. a) Name of aggrieved party: \_\_\_\_\_  
b) Building Assignment: \_\_\_\_\_  
c) Date of Submission: \_\_\_\_\_  
d) Name of Representative: \_\_\_\_\_
2. State precisely the agreement provision which is the subject of your appeal.
3. State in detail the reasons for your dissatisfaction with the interpretation, application or violation of agreement provision which you are appealing.  
(Note: State date and time of incident.)
4. State what you consider to be a fair and equitable disposition.

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Signature of Aggrieved Party



GRIEVANCE APPEAL (STEP 2)

1. a) Name of aggrieved party: \_\_\_\_\_  
b) Building Assignment: \_\_\_\_\_  
c) Date of Submission: \_\_\_\_\_  
d) Name of Representative: \_\_\_\_\_
2. Attach to this form a copy of your original Grievance Appeal at Step 1 and a copy of the decision.
3. State in detail your reasons for your dissatisfaction with the decision.

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Signature of Aggrieved Party

GRIEVANCE APPEAL (STEP 3)

1. a) Name of aggrieved party: \_\_\_\_\_  
b) Building Assignment: \_\_\_\_\_  
c) Date of Submission: \_\_\_\_\_  
d) Name of Representative: \_\_\_\_\_
2. Attach to this form a copy of your original Grievance Appeal at Step 2 and a copy of the Superintendent's decision.
3. State in detail your reasons for your dissatisfaction with the decisions of the Superintendent.

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Signature of Aggrieved Party

ARTICLE IV.1SALARYSALARY SCHEDULES FOR ADMINISTRATIVE POSITIONS AND SALARY:  
(JULY 1, 1978 - JUNE 30, 1980)SALARY SCHEDULE: VICE-PRINCIPAL

STEP 1	\$ 16,000.
STEP 2	17,000.
STEP 3	18,000.
STEP 4	19,000.

SALARY SCHEDULE: PRINCIPAL

STEP 1	\$ 18,000.
STEP 2	19,000.
STEP 3	20,000.
STEP 4	21,000.

SPECIFIC SALARIES FOR 1978-79

Michael Cherello	\$34,547*
Matthew Clarken	27,882*
Robert Eicher	31,582*
Michael Grossman	31,068*
Patricia Parnow	26,635*
Harvey Altman	<u>26,178*</u>

\$177,892

1979-80: ARTICLE IV.1 to be negotiated.

(\*Above Guide)

1. All Salary increases shall take effect on July 1, of the contract year.
2. All Salary increases recommended for an Administrator for the year 1978-79 shall be based upon meritorious performance, and the Superintendent shall have the sole discretion to make such recommendations, based upon his professional judgment, to the Board of Education. The Board of Education shall make all final decisions relative to the award of meritorious Salary increases.
3. A. By December 1, each Administrator shall receive written notification from the Superintendent stating whether his performance to that date has been satisfactory.
- B. If an Administrator's performance is judged to be unsatisfactory at this time, he shall receive a full evaluation of his total performance and shall be notified if the deficiencies noted are of such a nature as to warrant a recommendation for increment withholding in the event that satisfactory progress is not made prior to February 15.
- C. Each Administrator who received notification of unsatisfactory performance in accordance with paragraphs "A" and "B", shall receive another evaluation of his performance prior to February 15.

ARTICLE IV.2EVALUATIONS

1. Each administrator shall receive each year by April 1 a written evaluation from the immediate supervisor, which shall be reviewed with him, in conference.
2. The evaluation of administrators shall be based upon the performance of duties and responsibilities as described in job descriptions adopted by the Board of Education. (Policy #2210., Adopted 2/20/73, #2220., Adopted 4/18/74.)
3. All evaluations shall be signed by the administrator and his immediate supervisor.
4. Each administrator shall receive a copy of each report, memorandum, letter or other written document that becomes part of his personnel file. (Exceptions: Information received prior to employment.)
5. The administrator shall have the right to review his personnel file and nothing derogatory shall be a part of the file unless he is aware of it and has an opportunity to submit his written reaction. (Exceptions: Information received prior to employment.)
6. The criteria for meritorious performance for 1978-79 was jointly arrived at by the Superintendent and the Association, prior to July 1, 1976.

ARTICLE VINSURANCE PROTECTION

- A. The Board shall provide the health care insurance protection, including hospitalization, medical-surgical and major-medical, designated below.
1. The Board shall pay, upon application of the employee, the full premium for single person coverage for each employee.
  2. The Board shall pay, upon application of the employee, the full premium for coverage of eligible dependents of the employee.
  3. Provisions of the health care insurance program shall be detailed in master policies and contracts.
  4. The Health insurance for the basic hospitalization and medical coverage and the major-medical coverage shall be such plan as the Board shall designate, provided that the extent of coverage of such plan shall be equivalent to that provided by the New Jersey Public and School Employees Health Benefits Plan as of June 30, 1978. The Board of Education shall insure continuous coverage in any and all instances of change of carrier. The Association shall have the opportunity to meet with the carrier(s) for informational purposes only prior to the change of carrier.
  5. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums in behalf of the employee shall be made prospectively to assure uninterrupted participation and coverage.
- B. The insurer shall provide for continuance of health care insurance at the retiree's expense after retirement on the terms detailed in the master policies and contracts. Payment for this coverage shall be made by the retiree to the Board of Education to insure no loss of benefits, and to maintain retirees' group rate coverage.
- C. The Board shall provide to each employee upon request copies of the health care insurance policies covered under this Article.

ARTICLE VISICK LEAVE

A. Twelve (12) school days a year shall be granted to all Administrators for personal illness, and unused sick leave shall be cumulative without limit.

ARTICLE VIIPERSONAL LEAVES OF ABSENCE

- A. Personal leave at full pay shall be granted for the following reasons:
1. Up to five (5) school days leave shall be granted for each death in the immediate family. Immediate family shall be considered to be father, mother, spouse, child, brother, or sister. Up to three (3) school days leave shall be granted for each death of a mother-in-law, father-in-law, or any member of the immediate household excluding employees or tenants.
  2. Up to a total of five (5) days (non-cumulative) will be allowed in any one school year for personal business which cannot be handled outside of school hours, with approval of the Superintendent of Schools.
- B. For proper payroll accounting, audit, and employee protection, every absence granted under Article VII Personal Leave must be accounted for in writing and reported to the Superintendent.
- C. For each day leave is taken in excess of the amount specified in Paragraph A, 1/240 part of the employee's annual salary may be deducted, at the discretion of the Superintendent.
- D. All requests for personal leave with pay shall be submitted to the Superintendent in advance if possible.

ARTICLE VIIIBOARD AUTHORITY AND RESPONSIBILITY

A. The Association recognizes that the Board may not by agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board.

B. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education the Board is forbidden to waive any rights or powers granted it by law.

C. The Board of Education, subject only to the express provisions of this Agreement, reserves to itself all rights of management of the School District, and full jurisdiction and authority over matters of policy, rules, regulations and practices in furtherance thereof and reserves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and Laws of the State of New Jersey and of the United States.



ARTICLE IXVACATIONS AND RECESS PERIODS

The Board of Education and the Association agree that it is the responsibility of the administrator to structure his time and organization to insure that all duties are performed and obligations met. This concept recognizes the professional nature of the administrative position.

The contract period shall be for the 12-month period from July 1 to June 30.

1. All administrators shall have an annual vacation period of twenty-two (22) days during the months of July and/or August provided such administrators shall have worked the full preceding contract year. Administrators serving less than one (1) full school year shall earn vacation time at the rate of one and one-half (1-1/2) working days per month for each full month of service in each school year. Vacation time shall be earned in any such case only upon and subject to completion of the administrator's contract for the school year in which service is rendered.
2. Vacations shall be scheduled by the Superintendent after consultation with the administrators involved.
3. Administrators may accumulate earned vacation days for use in the year next following the year in which it normally would be taken with a limit of ten (10) days with the approval of the Superintendent.
4. If an administrator terminates his employment in the district before taking all or part of his earned or accumulated vacation, he shall be reimbursed for such time at the rate of 1/240 of his next year's salary for each day.
5. Administrators may avail themselves of all holidays and recess periods, provided such does not interfere with their responsibilities and providing administrators are available at the discretion of the Superintendent.

ARTICLE XMANAGEMENT TEAM COMMUNICATIONS

At least once each year, all members of the management team, to include the Board of Education, Superintendent, Business Administrator/ Board Secretary, and all Administrators, shall meet for the purpose of maintaining close communications on matters relating to the operation of the Hanover Township Public School System. Meetings shall take place at a mutually agreed time. Agendas shall be formulated and exchanged by both parties prior to such meetings.

By common consent, additional meetings may be held as necessary.

## ARTICLE XI

MISCELLANEOUS PROVISIONSA. PAYROLL DEDUCTIONS

1. Administrators may elect to participate in all or part of any voluntary payroll deduction plans as may be established.
2. The Board shall ensure that all deductions are promptly remitted to the appropriate agency according to the established remittance schedule in the name of the administrator.

B. PAY SCHEDULE

When a pay day falls on or during a school holiday, or weekend, administrators shall receive their pay checks on the last previous work-day.

C. ADMINISTRATIVE VACANCIES

A notice of vacancy in an administrative position shall be sent to each administrator and a copy shall be sent to the Association at least five (5) work days before the final date when applications must be submitted.

D. PAYMENT OF DUES - PROFESSIONAL ORGANIZATIONS

The Board of Education shall provide for the payment of annual dues, upon application, for each principal and vice principal to the following professional organizations:

1. Morris County Association of Elementary School Principals
2. N.J. Association of Elementary School Administrators
3. National Association of Elementary School Principals

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the 22<sup>th</sup> day of April 1978.

HANOVER TOWNSHIP BOARD OF  
EDUCATION

HANOVER TOWNSHIP ADMINISTRATORS  
ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary